

COPY

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17 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 COUNTY OF SAN FRANCISCO
20 (Unlimited Jurisdiction)

21 MATEEL ENVIRONMENTAL JUSTICE
22 FOUNDATION,

No. 440165

23 PLAINTIFF,

24 ~~PROPOSED~~ ⁽²⁾ CONSENT JUDGMENT AS
25 TO DEFENDANT LKG INDUSTRIES,
26 INC.

27 V.

28 WKI HOLDING COMPANY, INC., et al.,

DEFENDANTS.

1. INTRODUCTION

1.1 On or about June 4, 2004, plaintiff MATEEL ENVIRONMENTAL JUSTICE FOUNDATION ("Mateel"), provided a 60-day notice of violation ("Notice") to the California Attorney General, the District Attorneys of every county in California, the City Attorneys of every California city with a population greater than 750,000, and defendant LKG Industries, Inc.

CONSENT JUDGMENT

ENDORSED
ED
San Francisco County Superior Court

OCT 17 2005

GORDON PARK-LI, Clerk
BY: AUDREY HUIE
Deputy Clerk

1 ("Defendant"), alleging that Defendant, through sales in California of hand tools, the handles for
2 which are coated with polyvinyl chloride ("PVC"), including but not limited to pruners, pliers,
3 hammers, bench clamps, wrenches, screwdrivers, crimpers, and hacksaws, that are manufactured,
4 distributed or sold by Defendant ("Tools Covered Products"), was in violation of certain
5 provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety
6 Code sections 25249.5, et seq. ("Proposition 65"), by knowingly and intentionally exposing
7 persons to chemicals, including lead and lead compounds, lead phosphate, lead acetate and lead
8 subacetate, (collectively, "lead"), known to the State of California to cause cancer and/or birth
9 defects or other reproductive harm, without first providing a clear and reasonable warning.

10 1.2 Also on June 4, 2004, the Mateel Environmental Justice Foundation ("MEJF")
11 and its attorneys, Klamath Environmental Law Center ("KELC") sent a 60 Day Notice Letter to
12 the Office of the California Attorney General of the State of California ("California Attorney
13 General"), all California counties' District Attorneys and all City Attorneys of California cities
14 with populations exceeding 750,000, (collectively, "Public Enforcers"), charging Defendant with
15 violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and
16 Safety Code Section 25249.5 et seq. ("Proposition 65"), in their sale of devices that use external
17 wires and cables coated with polyvinyl chloride ("PVC") (Wires Covered Products").
18 Specifically, MEJF charged that persons handling the PVC-coated wires and cables were
19 exposed to certain chemicals, listed under Proposition 65, including cadmium, hexavalent
20 compounds of chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate,
21 lead subacetate and di(2ethylhexyl) phthalate.

22 1.3 On or about November 23, 2004, plaintiff Mateel, acting in the public interest
23 pursuant to Health and Safety Code section 25249.7(d) Mateel, filed a Complaint for Civil
24 Penalties and Injunctive Relief in San Francisco County Superior Court, Case No. 436589
25 ("Tools Complaint") against Defendant based on the allegations contained in the Notice
26 regarding plastic-coated hand tools. On April 6, 2005 Mateel filed the Complaint for Civil
27 Penalties and Injunctive Relief in the present action, based on the Notice regarding plastic-coated
28 cords. The parties intend to settle all claims for both of these actions in this single Consent

1 Judgment and, to that end, Mateel has dismissed without prejudice the Tools Complaint as
2 against Defendant LKG Industries, Inc.

3 1.4 For purposes of this Consent Judgment, Mateel and Defendant stipulate that this
4 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
5 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
6 County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a
7 full and final settlement and resolution of the allegations contained in the Complaint and of all
8 claims which were or could have been raised based on the facts alleged therein or arising
9 therefrom.

10 1.5 Mateel and Defendant enter into this Consent Judgment pursuant to a full and
11 final settlement of disputed claims between the parties for the purpose of avoiding prolonged
12 litigation. This Consent Judgment shall not constitute an admission with respect to any
13 allegation made in the Notice or the Complaint, each and every allegation of which Defendant
14 denies, nor may this Consent Judgment or compliance with it be used as evidence of any
15 wrongdoing, misconduct, culpability or liability on the part of Defendant.

16 2. INJUNCTIVE RELIEF-REFORMULATION FOR TOOLS COVERED PRODUCTS

17 2.1 Within two hundred and seventy (270) days after entry of this Consent
18 Agreement, Defendant shall cease sales of Tools Covered Products with PVC coated handles in
19 California unless the Tools Covered Products meet the following criteria:

- 20 (a) The formulation of PVC used shall have no intentionally added lead.
21 (b) A random sample of the bulk PVC used to manufacture the Tools Covered
22 Products has been tested for lead content and shown lead content by
23 weight of less than 0.02%, or 200 parts per million ("ppm"), using a test
24 method of sufficient sensitivity to establish a limit of quantification (as
25 distinguished from detection) of less than 200 ppm.

26 2.2 Defendant may comply with the above requirements by relying on information
27 obtained from its suppliers of the tools and PVC utilized on the handles thereof provided such
28 reliance is in good faith.

1 2. INJUNCTIVE RELIEF-REFORMULATION FOR WIRES COVERED PRODUCTS

2 3.1 Wires Covered Products shall be deemed to comply with Proposition 65 and be
3 exempt from any Proposition 65 warning requirements if the Cords that are sold as a part of or in
4 association with those Wires Covered Products meet the following criteria: (a) the surface
5 contact layer of the Cords shall have no lead as an intentionally added constituent; and (b) the
6 surface contact layer of the Cords shall have lead content by weight of no more than 0.03% (300
7 parts per million, or "300 ppm"). The Settling Defendant may comply with the above
8 requirements by relying on information obtained from its suppliers regarding the content of the
9 surface contact layer of the Cords, provided such reliance is in good faith. Obtaining test results
10 showing that the lead content is no more than 0.03%, using a method of sufficient sensitivity to
11 establish a limit of quantification (as distinguished from detection) of less than 300 ppm shall be
12 deemed to establish good faith reliance. Provided that the level of quantitation requirement set
13 forth in the preceding sentence is met, the test protocol and methods described on Exhibit A
14 hereto may be relied on. Nothing in the preceding two sentences shall preclude a Settling
15 Defendant from establishing good faith reliance by an alternative means.

16 3.2 Wires Covered Products manufactured and shipped for distribution to or sale in
17 California on or after the Effective Date that do not meet the warning exemption standard set
18 forth in Section 3.1 of this Consent Judgment and are not exempt pursuant to Section 3.3 shall be
19 accompanied by a warning as described in Section 3.4 below. For purposes of this Section, one
20 year after the entry of this Consent Judgment shall be considered the "Effective Date."

21 3.3 The following Wires Covered Products are deemed to be exempt from any
22 Proposition 65 warning requirements with respect to Cords: (a) Wires Covered Products which
23 because of their size, weight or function have Cords that are handled only infrequently (such as
24 upon their installation in a setting where they are not typically plugged and unplugged)
25 ("Infrequently Handled Products"); (b) those Wires Covered Products that: (i) are sold at retail
26 before the Effective Date; or (ii) are distributed or shipped for sale outside the State of
27 California; (c) Wires Covered Products that use Cords only as internal components not normally
28 accessible to the consumer during ordinary use; and/or (d) Wires Covered Products which

1 contain the Proposition 65 Chemical only as part of the inner conductor or other component not
2 normally accessible to the consumer during ordinary use. Exhibit B contains a list of Wires
3 Covered Products/Product types that are deemed to meet the criteria for Infrequently Handled
4 Products set forth in this Section 3.3 and are therefore exempt. Plaintiffs have previously
5 provided the California Attorney General's Office and the Settling Defendant with a list of Wires
6 Covered Products/Product types that are deemed not to meet the criteria for Infrequently Handled
7 Products set forth in this Section 3.3 and therefore are not exempt ("Non-Exempt Products List").
8 Exhibit B and the Non-Exempt Products List may be used as guidance in determining whether
9 other Wires Covered Products meet these criteria. The Parties acknowledge that common usage
10 of the terms "portable" and "non-portable" do not affect the classification of any Wires Covered
11 Products under this Consent Judgment. Wires Covered Products may be considered Infrequently
12 Handled Products regardless of their weight or the likelihood that they may be used while
13 moving, whether that be on a person, in a car, on an airplane or otherwise.

14 3.4 Should the Settling Defendant's Wires Covered Products require
15 Proposition 65 warnings under Section 3.2, the Settling Defendant shall, except as otherwise
16 provided in Section 3.5 below, either provide one of the warnings described below or any other
17 Proposition 65 warning that has been reviewed and approved in writing by the California
18 Attorney General for use with Wires Covered Products regarding their thermoset/thermoplastic-
19 coated wires and/or cables:

20 **"WARNING: This product contains chemicals, including lead, known to the State of**
21 **California to cause [cancer, and] birth defects or other reproductive harm. *Wash hands***
22 ***after handling.*"**

23 or

24 **"WARNING: Handling the cord on this product will expose you to lead, a chemical**
25 **known to the State of California to cause [cancer, and] birth defects or other reproductive**
26 **harm. *Wash hands after handling.*"**

27 or

28

1 **“WARNING: The power cord on this product contains lead, a chemical known to the**
2 **State of California to cause [cancer, and] birth defects or other reproductive harm. *Wash***
3 ***hands after handling.*”**

4 The word “WARNING” shall be in all capital letters and in bold typeface. The hand-washing
5 admonition shall be in bold typeface and italicized. Inclusion of the bracketed words “cancer,
6 and” in the above warning shall be at the Settling Defendant’s option.

7 3.5 Unless otherwise indicated herein, the warning required or authorized in
8 Section 3.4 shall be given by having it: (a) affixed to the Wires Covered Product itself or to the
9 unit package of such Wires Covered Product; (b) printed on the Wires Covered Product itself or
10 on the unit package of such Wires Covered Product; (c) displayed on an internet site for those
11 units of Wires Covered Products sold on the internet; (d) included in the owner’s manual if the
12 conditions set forth in Section 3.7 below are satisfied (“Owner’s Manual Warning”); or, (e)
13 printed on the invoice issued directly to the consumer by the Settling Defendant to confirm the
14 sale, where the Settling Defendant sells Wires Covered Products directly to consumers by
15 telephone, mail order, or internet sale, but never has physical possession of the Wires Covered
16 Product or its packaging.

17 3.6 If the warning is printed on the product, package label, or invoice, then the
18 warning shall be contained in the same section of the label that contains other safety warnings, if
19 any, concerning the use of the Wires Covered Product or near its displayed price and/or UPC
20 code. Such warning shall be prominently affixed to or printed on each such Wires Covered
21 Product, its label or package or invoice, and displayed with such conspicuousness, as compared
22 with other words, statements, designs, or devices on such Wires Covered Product, its label,
23 package or display or invoice as to render it likely to be read and understood by an ordinary
24 individual under customary conditions of purchase or use. With respect to the preceding
25 sentence, the type size of any warning required by paragraph 3.4 must be legible, but otherwise
26 need not be larger than any other warning language used in conjunction with the Wires Covered
27 Product in question and its relative size may take into account the nature, immediacy, and
28 acuteness of the risks for which other warnings are given. If the size of a Wires Covered Product

1 and its packaging is such that a warning required by this Consent Judgment cannot physically be
2 printed on its non-transparent portion in a legible size, the warning may be printed on a separate
3 piece of paper or cardstock and inserted into the Wires Covered Product's packaging, provided
4 that i) the cardstock or paper containing the warning is not white or uncolored and contains only
5 the warning language, and ii) a substantial portion of the exterior of the packaging material is
6 transparent. If a warning is provided on the internet pursuant to (c) above, the warning message
7 shall be displayed (or, upon the internet site user's identification as a California resident, such as
8 when the user types in a zip code, automatically appear) either: (a) on the same page on which
9 the Wires Covered Product is displayed, (b) on the same page as the order form for the Wires
10 Covered Product, or (c) on the same page as the price for the Wires Covered Product.

11 3.7 If the warning is given in the owners manual pursuant to Section 3.8 below,
12 it shall be located in one of the following places in the manual: the outside of the front cover; the
13 inside of the front cover; the first page other than the cover; or the outside of the back cover. The
14 warning shall be printed or stamped in the manual or contained in a durable label or sticker
15 affixed to the manual in a font no smaller than the font used for other safety warnings in the
16 manual. Alternatively, the warning may be included in a safety warning section of the owner's
17 manual consistent with specifications issued by Underwriters Laboratories.

18 3.8 A warning in the owner's manual of a Wires Covered Product may be used
19 to satisfy the warning requirements of this Section 3 only under the following circumstances: the
20 Wires Covered Product (i) may cause serious injury or bodily harm (other than by means of fire
21 or electrocution) unless used as directed; or (ii) is sophisticated, difficult to understand or install,
22 set-up, or assemble; or (iii) has one or more features a consumer must read about in order to
23 know how to program or use the Wires Covered Product. However, a Wires Covered Product
24 may not utilize an owner's manual warning if it meets the following criteria: (a) the Wires
25 Covered Product is unlikely to cause serious injury or bodily harm other than by means of fire or
26 electrocution; (b) the Wires Covered Product is easily assembled or programmed by an ordinary
27 consumer without need to reference instructions; and (c) fundamental operation of the Wires
28 Covered Product is easily understood and commonly performed by an ordinary consumer without

1 training or need to reference operating instructions. Exhibit C contains a list of Wires Covered
2 Products/product types for which Owner's Manual Warnings are deemed to be an allowable
3 method of communicating the warnings required by this Section 2. Plaintiffs have previously
4 provided the California Attorney General's Office and the Settling Defendant with a list of
5 Wires Covered Products/product types for which Owner's Manual Warnings are deemed not to
6 be an allowable method of communicating the warnings required by this Section 2 (the "Non-
7 Owner's Manual Product List"). Exhibit C and the Non-Owner's Manual Product List may be
8 used as guidance in determining whether the criteria for use of owner's manual warnings set
9 forth in this Section are satisfied

10 3.9 The Settling Defendant may provide an Owner's Manual Warning on any
11 Wires Covered Products/product types that satisfy the criteria in Section 3.8, except for those
12 listed on the Non-Owner's Manual Product List, whether or not that Wires Covered Product or
13 product type is listed on Exhibit C. Products not existing as of the Effective Date that are
14 introduced for sale after January 1, 2006 may use a owner's manual warning if use of the owner's
15 manual warning has been approved in writing by the California Attorney General's office,
16 following 60 days prior notice to Plaintiff.

17 3.10 The requirement for product labeling, set forth herein, is imposed pursuant
18 to the terms of this Consent Judgment. The Parties recognize that product labeling is not the
19 exclusive method of providing a warning under Proposition 65 and its implementing regulations.

20 4. MONETARY RELIEF

21 4.1 Within fifteen (15) days after entry of this Consent Judgment by the Court,
22 Defendant shall pay seven thousand five hundred dollars (\$7,500) to the Ecological Rights
23 Foundation and seven thousand five hundred dollars (\$7,500) to Californians for Alternatives to
24 Toxics. Both groups are California non-profit organizations that advocate for workers' and
25 consumers' safety and for awareness and reduction of toxic exposures. The foregoing settlement
26 payments shall be mailed to the attention of William Verick, Klamath Environmental Law
27 Center, 424 First Street, Eureka, California 95501, who shall provide them to the respective
28 organizations within fifteen (15) days of receipt.

1 5. ATTORNEYS' FEES

2 5.1 Within fifteen (15) days after entry of this Consent Judgment, Defendant shall pay
3 twenty thousand dollars (\$20,000) to the Klamath Environmental Law Center to cover plaintiffs'
4 attorneys' fees and costs. The above payment shall be mailed to the attention of William Verick,
5 Klamath Environmental Law Center, 424 First Street, Eureka, California 95501.

6 5.2 Except as specifically provided in this Consent Judgment, plaintiff and Defendant
7 shall bear their own costs and attorneys' fees.

8 6. ENFORCEMENT OF JUDGMENT/STIPULATED REMEDIES

9 6.1 The terms of this Consent Judgment are enforceable by and among the parties
10 hereto or, with respect to the injunctive relief provided for herein, by the California Attorney
11 General.

12 7. MATTERS COVERED BY THIS CONSENT JUDGMENT

13 7.1 This Consent Judgment is a full, final and binding resolution between the Plaintiff
14 acting on behalf of itself and, (as to those matters referenced in the Notice Letters) in the public
15 interest pursuant to Health and Safety Code section 25249.7(d) and on behalf of the general
16 public pursuant to Business and Professions Code section 17204, and Defendant concerning any
17 violation of Proposition 65 and/or the Unfair Competition Act regarding any claims made or
18 which could have been made in the Notices and/or the Complaints, or any other statutory or
19 common law claim that could have been asserted against Defendant and/or its affiliates, parent or
20 subsidiary corporations, divisions, successors, officers, directors, assigns, distributors, retailers,
21 and/or customers for failure to provide clear, reasonable, and lawful warnings of exposure to lead
22 contained in or otherwise associated with Tools or Wires Covered Products manufactured, sold
23 or distributed by, for, or on behalf of, Defendant. Compliance with the terms of this Consent
24 Judgment resolves any issue, now and in the future, concerning compliance by Defendant and/or
25 its affiliates, parent or subsidiary corporations, divisions, successors, officers, directors, assigns,
26 distributors, retailers, and/or customers with the requirements of Proposition 65 and the Unfair
27 Competition Act with respect to lead contained in or otherwise associated with Covered
28 Products.

1 7.2 As to any claims, violations (except violations of this Consent Judgment), actions,
2 damages, costs, penalties or causes of action which may arise or have arisen after the original
3 date of entry of this consent judgment, compliance by Defendant with the terms of this consent
4 judgment shall be deemed to be full and complete compliance with Proposition 65 and the Unfair
5 Competition Act as to claims regarding exposure to lead in Tools or Wires Covered Products.

6 7.3 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and
7 benefits which it now has, or in the future may have, conferred upon it with respect to the
8 Tools and Wires Covered Products by virtue of the provisions of Section 1542 of the
9 California Civil Code, which provides as follows:

10 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
11 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR
12 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY
13 HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH
14 THE DEBTOR.”

15 Plaintiff understands and acknowledges that the significance and consequence of this waiver of
16 California Civil Code Section 1542 is that even if Plaintiff suffers future damages arising out
17 of or resulting from, or related directly or indirectly to, in whole or in part, the Tools and
18 Wires Covered Products, they will not be able to make any claim for those damages against
19 Defendant, or its parent, subsidiaries or affiliates, or any of its customers, distributors,
20 wholesalers, retailers or any other person in the course of doing business who may
21 manufacture, use, maintain, distribute, market or sell the Tools and Wires Covered Products.
22 Furthermore, Plaintiff acknowledges that it intends these consequences for any such claims
23 which may exist as of the date of this release but which Plaintiff does not know exist, and
24 which, if known, would materially affect its decision to enter into this Consent Judgment,
25 regardless of whether its lack of knowledge is the result of ignorance, oversight, error,
26 negligence, or any other cause.

1 8. SERVICE ON THE CALIFORNIA ATTORNEY GENERAL

2 8.1 Plaintiff shall serve a copy of this Consent Judgment, signed by both parties, on
3 the California Attorney General on behalf of the Parties so that the California Attorney General
4 may review this Consent Judgment at least forty five (45) days prior to its submittal to the Court
5 for approval. As soon as is feasible following the forty-fifth (45th) day after the date on which
6 the California Attorney General has been served with the aforementioned copy of this Consent
7 Judgment, and in the absence of any written objection by the California Attorney General to the
8 terms of this Consent Judgment or written request by the California Attorney General for
9 additional time, the Parties shall then submit promptly this Consent Judgment to the Court for
10 approval. Prior to submittal to the Court for approval, Plaintiff shall attach a proof of service
11 attesting that this Consent Judgment has been served on the California Attorney General and the
12 manner and date on which that service was made.

13 9. APPLICATION OF JUDGMENT

14 9.1 The obligations of this Consent Judgment shall apply to and be binding upon any
15 and all plaintiffs, acting in the public interest pursuant to Health and Safety Code section
16 25249.7(d) and on behalf of the general public pursuant to Business and Professions Code
17 section 17204, and Defendant and the successors or assigns of any of them.

18 10. MODIFICATION OF JUDGMENT

19 10.1 This Consent Judgment may be modified only upon written agreement of the
20 parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
21 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

22 11. NOTICE

23 11.1 When any Party is entitled to receive any notice or report under this Consent
24 Judgment, the notice or report shall be sent by U.S. mail or overnight courier service to:

- 25 (a) For Mateel: William Verick, Esq., Klamath Environmental Law Center,
26 424 First Street, Eureka, California 95501; and
27
28

1 (b) For LKG Industries, Inc.:

2 Kathryn Granath, President	Randall Talley, Esq.	Ann Grimaldi
LKG Industries	Hallock & Talley	McKenna, Long & Aldridge
3 3660 Publisher Dr.	120 W. State St., Suite 304	One Market Street, Suite 3500
Rockford, IL 61109	Rockford, IL 61101	San Francisco, CA 94105

4 11.2 Any Party may modify the person and address to whom notice is to be sent by
5 sending each other Party notice in accordance with this Paragraph.

6 12. AUTHORITY TO STIPULATE

7 12.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
8 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
9 of the party represented and legally to bind that party.

10 13. RETENTION OF JURISDICTION

11 13.1 This Court shall retain jurisdiction over the matters covered herein and the
12 enforcement and/or application of this Consent Judgment.

13 14. ENTIRE AGREEMENT

14 14.1 This Consent Judgment contains the sole and entire, agreement and understanding
15 of the parties with respect to the entire subject matter hereof, and any and all prior discussions,
16 negotiations, commitments and understandings related hereto. No representations, oral or
17 otherwise, express or implied, other than those contained herein have been made by any party
18 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
19 deemed to exist or to bind any of the parties.

20 15. GOVERNING LAW

21 15.1 The validity, construction and performance of this Consent Judgment shall be
22 governed by the laws of the State of California.

23 16. COURT APPROVAL

24 16.1 If this Consent Judgment is not approved by the Court, it shall be of no force or
25 effect, and cannot be used in any proceeding for any purpose.

26 //

27 //

AUG-22-2005 11:11

1 IT IS SO STIPULATED:

2 DATED: August 4, 2005

By: Kashyap L. Shroanath
Defendant LKG Industries, Inc.

3
4
5 DATED: Aug. 24, 2005

William Verick
William Verick
Klamath Environmental Law Center

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10 IT IS SO ORDERED, ADJUDGED AND DECREED:

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12 Dated: OCT 17 2005

JAMES L. WARREN

JUDGE OF THE SUPERIOR COURT

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CONSENT JUDGMENT

EXHIBIT A
(Exemplar of Optional Testing Protocol)

Step 1: Cut 3-inch section of a cable that has not previously been used or wiped.

Step 2. On multiconductor cables, remove the insulated conductors and any other inner components from the 3-inch section of the cable. On single insulated conductors, remove the metallic conductor from the 3-inch section of the cable. Place the outer nonmetallic covering into a lead free receptacle (such as a pre-labeled resealable plastic food storage bag).

Step 3. Repeat steps 1 and 2 above for two additional cables such that a total of three samples are produced for laboratory analysis.

Step 4. Prepare samples for laboratory analysis according to EPA Method 160.4 or 3050, ensuring that each sample has been completely digested.

Step 5. Analyze samples for total lead by EPA Method 7420 (AA Flame).

Step 6. Compute the arithmetic mean from the three samples.

EXHIBIT B
(Infrequently Handled Products)

1	208- and 220-volt appliances (unless appliance is portable)
2	AC Adapters for foreign outlets and other voltage converters
3	Adjustable beds
4	Air Conditioner
5	Air Purifier
6	Amplifier for home stereo systems (including associated power and interconnector cords, but not including interconnector cords for microphones or musical instruments)
7	Answering machine
8	Audio mixer and associated power cords for in-studio, non-portable mixer units
9	Audio or video cable and adapter cords
10	Audio switcher power cords, unless designed to plug into front of audio/video appliance
11	Audio/video equipment and associated power and patch/pin cords (if A/V equipment is (i) not portable, e.g., no handle or carrying case, (ii) is not designed to plug into front of audio/video appliance, and (iii) is otherwise designed for long term installation)
12	Auto power adapters and cord, unless designed to plug into cigarette lighter or similar in-dash power source
13	Automotive wires and cables (installed)
14	Back cushion massager
15	Bathtub bubble mat
16	Bathtub spas
17	Battery Connection Cords (internal)
18	Battery charger units (except those used for automobiles)
19	Beard Trimmer (cordless models only)
20	Blender (not including hand-held models)
21	Bread Machine
22	Broadcast Equipment, and associated power and interconnector cords (if designed for in-studio or other non-portable installation)
23	Building wire (installed)
24	Calculator
25	Caller ID Unit
26	Can Opener
27	Carafes/Decanters, if cord attaches to separate base unit
28	Carbon Monoxide Detectors
	Cash Registers
	CATV Receiver Power Cords
	CB radio/antenna cords (not handsets)
	CD Player/changer (non-portable units only)
	CD/DVD Home Theater Systems
	Cielo Bath
	Circuit Cable
	Clock
	Coffee Maker
	Color Imaging System Power Cord & Cable (non-portable and not for use with portable computer system)
	Combo Wash/Dryer

1	40	Compactor
2	41	Computer Adapter Cords (not for laptops, and not designed to plug into front of system)
3	42	Computer Cables (in walls)
4	43	Computer CD/DVD Drives (installed, not used with laptops)
5	44	Computer docking system
6	45	Computer Keyboard
7	46	Computer modem line (data and power)
8	47	Computer monitor cable
9	48	Computer Mouse (cordless)
10	49	Computer Peripheral AC Adaptor cord and I/F cable (not including those for portable computers or portable peripheral devices)
11	50	Computer Peripheral PCMCIA Card Cord (not including those for portable computers)
12	51	Computer Peripheral Wires & Cables (not including those for portable computers and those designed to plug into front of desktop computer (e.g., USB cords))
13	52	Computer Scanners (not including those designed for portable computers)
14	53	Computer Servers and External Storage Units
15	54	Computer Speaker Cords (not including those used with portable computers)
16	55	Computer Tape Drives
17	56	Controller/Tuner Power Cord
18	57	Convactor Power Cords
19	58	Cooktop Power Cords (not including those used with small portable hot plates)
20	59	Copier
21	60	Cordless Toothbrush
22	61	Data Logger Cable (unless included with portable device)
23	62	Deep fryer
24	63	Desktop computer power/patch/pin cords (unless designed to plug into front of computer (e.g., USB cords))
25	64	Digital imaging equipment (non-portable and not for use with portable computer system)
26	65	Digital media editor power cords/connecting cables (for installed, non-portable media editor units)
27	66	Digital Sender (digitizes and transmits images), for installed, non-portable units
28	67	Digital Tuner (non-portable units only)
	68	Dishwasher
	69	Drink Mixer (not hand-held)
	70	Dryer
	71	DVD (non-portable units only)
	72	DVD Audio/Video Cable (unless designed to plug into front of system)
	73	DVD Recorder Power/Interconnector Cords (non-portable units only)
	74	Egg Cooker
	75	Electric Bedding
	76	Electric Grill - Indoor or Outdoor
	77	Electric Recliners/Massage Chairs
	78	Electric Sewing Machine (non-portable units only, I.e., those which have no handle or case)
	79	Electric Thermos Pot (if cord attaches to separate base unit)
	80	Electric/Digital Pianos, Organs (non-portable units only)
	81	Electrolysis Water System (corded base unit only)
	82	Electronic Musical instruments, including associated power and adaptor cords (non-portable units only)
	83	Electronic White Board/Print Board Power Cords and Cables

1	84	Espresso & Cappucino Makers
2	85	Facial Spas
3	86	Factory Automation Equipment (industrial systems, not for home use)
4	87	Fan/Heater Products (non-portable models only; i.e., in excess of 10 pounds, as packaged, or having blade diameter 9 inches or greater (rounded to the nearest whole inch) or smaller units which otherwise are regularly installed, or not typically moved from place to place).
5	88	Fax Machines
6	89	Fire Alarm cable
7	90	Fish Roaster
8	91	Flatbread Maker
9	92	Food Processor/Chopper (not including hand-held models)
10	93	Fountain, Decorative
11	94	Freezer
12	95	Garbage Disposals and associated cords (whether sold separately or with product)
13	96	Generators (large systems with only grounding wire)
14	97	Hair Clippers (cordless models only)
15	98	Hair Dryer (only models with retractable cord)
16	99	Hair setter (rollers only, not curling irons)
17	100	Ham and Two-Way Radio and Accessories and Adapters (not handset cords, unless microphone is designed on stand with switch)
18	101	Hard Disk Recorder peripheral and power cords (not including those for portable computers)
19	102	Headphones (cordless models only)
20	103	Headset with Earphone and Microphone (cordless models only)
21	104	Hole punch
22	105	Hot Lather Machine
23	106	Hot Lotion dispenser
24	107	Hot Pot/Kettle/Tea Brewer (if cord attaches to separate base unit)
25	108	Hot Water Dispenser
26	109	Humidifier/Dehumidifier
27	110	Ice Cream Maker
28	111	Ice Maker
	112	Indoor and outdoor phone cable (if designed for permanent installation)
	113	Intercoms (non-hand-held models only)
	114	Inverters/other power supplies (non-automotive uses)
	115	Iron (cordless only)
	116	Juicer/Juice extractor (non-hand-held models only)
	117	LCD Projector (CRT Monitor, receives data from computer) (except for use with portable computer)
	118	Letter opener
	119	Lighting (including tabletop and floor lamps, spotlights, or ceiling lighting, not holiday string lights or clip-on lights)
	120	Magnetic Card Reader/Writer including associated power cord and cable
	121	Meat Grinder (not hand-held models)
	122	Meat Slicer (not hand-held Electric Knives)
	123	Microphone (only including cords powering base unit of cordless microphone system)
	124	Microwave Oven
	125	Mini Speaker System including associated connection cords (not including those for use with laptop computers or other portable devices)
	126	Mixer (non-hand-held models only)

1	127	Mobil telephone battery cables (internal wires and cords only)
2	128	Mobile telephone accessories (only those using corded base charging unit or permanently installed in automobiles)
3	129	Mobile video screens designed for permanent installation (such as for use in automobiles or boats)
4	130	Multi-function office support device (combines functions such as copier, printer, fax machine, PBX, voice mail into one)
5	131	Neon sign & oil burner ignition cable
	132	NIC/Modem cables
6	133	Optical Cable/Stereo Optical Cords (unless designed to plug into front of system)
7	134	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
	135	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
8	136	Ovens
	137	Over-Range Microwave Ovens/Hoods
9	138	Paper shredder
	139	Parrafin/wax Bath for Hands
10	140	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
11	141	Pencil sharpener
12	142	Personal Hygiene System and assoicated power cord
	143	Pest Repeller
13	144	Pet Cage Dryers
	145	Portable Dishwasher
14	146	Portable heater (only if designed for permanent installation)
	147	Portable Washer
15	148	Postage meters
	149	Postal scales
16	150	Potpourri heater
17	151	Power bases for charging wireless devices (if designed for long term installation)
	152	Power tools (corded, cordless, stationary, or portable)
18	153	Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
19	154	Pressure Cooker
	155	Printer cables
20	156	Printer power cord
	157	Projector, non-portable (no handle or carrying case)
21	158	Public Address Amplifier and Accessories (non-portable or otherwise designed for permanent or long term installation)
22	159	Radiator
23	160	Radios with attached cord and without handles (including clock radios)
	161	Range
24	162	Range Hoods/Vent
	163	Rechargeable Flashlights
25	164	Rechargeable Lanterns
	165	Refrigerator
26	166	Rice Cake Maker
	167	Rice Cooker
27	168	Riser/Plenum cable (if designed for permanent/long term installation)

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169	Roaster Oven
170	Rope Lights (other than holiday string lights) if designed for permanent/long term installation
171	Satellite dish
172	Scales
173	Scanner antenna
174	Shavers - Cordless w/Cordless Recharger Base only
175	Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
176	Smoke detector (internal wires or if designed for permanent/long term installation)
177	Speaker wire (designed for use with components designed for long term/permanent installation; speaker wire associated with portable equipment with attached handle or carrying case not excluded)
178	Stapler
179	Steam cooker
180	Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
181	Surge protector
182	Telecom Data Cable (installed)
183	Telecom Power Cable (installed)
184	Tele-Homecare System (power cords)
185	Telephone power and data cord (phone to wall cords only)
186	Television (except small mobile models with attached/built in handle or carrying case)
187	Television Antenna
188	Television distribution system/swapper
189	Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
190	Television peripheral cords (unless designed for use with devices that plug into the front of the set)
191	Thermostat Cable
192	Toaster
193	Toaster Oven
194	Towel Warmer
195	Transcriber and foot pedal and associated power and interconnecting cords
196	Underground Low-Energy Cable (exclusion applies to consumer uses only)
197	Vanity/lighted makeup mirror
198	VCR (unless portable with attached handle or carrying case)
199	Video mixer and switcher (if component of desktop system with no separate mice)
200	Video printer power cords/connecting cables (unless used with laptop)
201	Warming drawer
202	Washer/Dryer
203	Water distiller
204	Water filter units designed for permanent/long term installation
205	Water heater designed for permanent/long term installation
206	Water jet - Dental
207	Waxers - hair removal (corded base unit only)
208	Wine cellars
209	Diesel Locomotive and Motor Cable

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210	Ignition Cable for Gas Tube Signage
211	Hook-Up Wire (intended for permanent or long-term installation)
212	Telephone Switching Station Cable
213	Loop Detector Wire Used in Traffic Counting
214	Utility Cable and Wire (Power and Communications)
215	Signal Cable
216	Power/Control/Instrumentation/Signal CableUtility Cable and Wire (Power and Communications)

EXHIBIT C
(Examples of Products For Which Warnings May Be Given In Owner's Manual)

1	1	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold concurrently with equipment that also appears on this list)
2	2	AC adaptor cords (when sold concurrently with equipment that also appears on this list)
3	3	Air Pumps
4	4	Power and patch cords for professional/commercial audio/video equipment used in field (when sold concurrently with the equipment)
5	5	Interconnection or patchcables for portable audio/video/computer components or peripheral devices (when sold concurrently with equipment that also appears on this list)
6	6	Power adapters and cord for use with automotive cigarette lighter or similar power outlet (when sold concurrently with equipment that also appears on this list)
7	7	Power and interconnector cords for broadcast equipment used in field (when sold concurrently with the broadcast equipment)
8	8	Coffee warmer/urn (party-size)
9	9	Adapter and power cords for laptop and desktop computers/peripherals (when sold concurrently with computer or peripheral device)
10	10	Computer Joystick (owner's manual warning authorized only where reference to the owners manual is necessary to program or install software for use; alternatively, warning that otherwise would be placed in owner's manual must appear as part of on-screen programming/installation instructions)
11	11	Computer Mouse (when sold concurrently with equipment that also appears on this list)
12	12	Digital camera cords and cables (when sold concurrently with digital camera)
13	13	Portable DVD Player (e.g., with handles/carrying case)
14	14	Power and adaptor cords for portable electronic musical instruments and keyboards (when sold concurrently with the electronic musical instrument or keyboard)
15	15	Foot Massagers (wet)
16	16	Laptop Computer
17	17	Sandwich Maker
18	18	Telephone handset cord (handset-to-phone portion only where sold concurrently with telephone with programmable features)
19	19	Thermoelectric coolers
20	20	Travel Steamer
21	21	Vacuum cleaner, deep cleaner/extractor and/or carpet shampoo machine (both regular or retractable cord models)
22	22	Vaporizer
23	23	Video Camera power cords, adaptor cords (e.g., AC, auto), charger cords, connecting cables (when sold concurrently with video camera)
24	24	Video game accessories (owner's manual warning authorized where: i) accessory is sold with another product for which owners manual warnings are allowed; or ii) reference to the owners manual is necessary to program or install software for use). Warning that would otherwise be placed in owner's manual may alternatively be displayed as part of on-screen programming/installation instructions where use of such are necessary for initial product use.

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25	Stand alone video mixer or switcher with non-integrated mouse
26	Portable warming tray
27	Cord of handheld waxers used for hair removal
28	Mobile telephones
29	Camera Cords and cables (only if sold concurrently with camera)
30	Telephones with programmable features

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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN FRANCISCO

17 MATEEL ENVIRONMENTAL JUSTICE
18 FOUNDATION,

CASE NO. 440165

19 Plaintiff,

20 vs.

21 WKI HOLDING COMPANY, INC., et al.,

22 Defendants.

23 ~~PROPOSED~~ ORDER APPROVING
24 CONSENT JUDGMENT AS TO
25 DEFENDANT LKG INDUSTRIES, INC.

26 Date: October 17, 2005
27 Time: 9:30 a.m.
28 Dept. No.: 301

Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on noticed motion on October 17, 2005. The court finds that:

1. The warnings and reformulation the Consent Judgment requires comply with the requirements of Proposition 65.

1 2. The payments in lieu of civil penalties specified in the Consent Judgment are
2 reasonable and conform to the criteria of Health & Safety Code § 25249.7(b)(2).

3 3. The attorneys fees awarded under the Consent Judgment are reasonable as are the
4 rates awarded the attorneys.

5 Based on these findings, the settlement and the Consent Judgment are approved.

6 IT IS SO ORDERED.

7 Dated: **OCT 17 2005**

JAMES L. WARREN

Judge of the Superior Court